Quotation: DStv Commercial Premium Packages
Attention: To whom it may concern

In terms of MultiChoice's subscription policy, terms, conditions and our licensing agreement with our program suppliers the following packages have been made available to commercial subscribers.

1. Commercial Premium - Hotel/Guest House/Retirement Village Package:
This package costs R212.00 per room, per television point. The package consists of M-Net, the M-Net Movie channels & all the SuperSport channels excluding all the SuperSport HD channels which are available at an additional cost. Any additional channels are R16.50 per channel per television point per month. A minimum of 3 television points are required to qualify. This package is applicable to Hotels, Guest Houses, Retirement Villages, Hospitals, etc.

2. Sports Package:
This package costs R546.00 per television point or per third television in an open area per month. This package consists of all the SuperSport channels excluding all the SuperSport HD channels which are available at an additional cost. This package is available to Pubs, Bars, etc.

3. **Fashion & Beauty Package:**
This package costs R535.00 per television point per month. This package consists of Fashion TV, Cartoon Network, Channel O, MTV & VH1. SSHD channels are not available in the Fashion & Beauty Package. This package is applicable to Pubs, Hair Boutiques, Clothing Stores, etc.

4. **Office Package:**
This package costs R269.00 per television point per month. This package consists of all the SuperSport channels, VH1 & CNN excluding all the SuperSport HD channels which are available at an additional cost. A minimum of three television points are required to qualify.

5. **Tavern Package:**
This package costs R183.00 per television per month. This package consists of SuperSport 3, 4, MaXimo and Channel O. Selected SuperSport HD channels are available at an additional cost. SSHD 1 & 2 is not available as additional channels in the Tavern Package. This package is applicable to any commercial establishment.

- All prices quoted are VAT inclusive.
- SABC 1, 2, 3 & eTV are included in all packages.
- Additional Channels can be added to all packages at R16.50 per channel per television point per month excluding the A La Carte/Indian Channels which cost R48.00 per channel per television point per month.

*** NB: All the above mentioned packages are available on Dual View, SDPVR & HDPVR decoders excluding the DualView, PVR & XtraView functionalities in a commercial environment.**

Best regards
The Commercial Team

DStv SUBSCRIPTION AGREEMENT

(MULTI UNIT DWELLING / COMMERCIAL)
BETWEEN

MultiChoice Africa (Pty) Ltd
"MultiChoice"
251 Oak Avenue • Randburg • South Africa
Reg. No. 1994/009083/07
Telephone: 011 289 2289 • **Fax:** 011 577 5911
Email: commercialactivation@multichoice.co.za

AND

TRADING AS		**REGISTRATION No.**	
CONTACT PERSON		**CC**	
DESIGNATION/CAPACITY		**Vat No:**	

ABOVE REPRESENTATIVE MAY BE CONTACTED AT:

TELEPHONE No. (WORK)		**EMAIL**	
TELEPHONE No. (CELL)		**FAX No.**	
PHYSICAL ADDRESS		**POSTAL ADDRESS**	

EXISTING CUSTOMER No.		**SMART CARD No.**	
COMMENCEMENT DATE OF SERVICE		**DECODER No.**	

ESTABLISHMENT TYPE	AREA OF TV'S	PACKAGE MONTHLY COST	NO. OF T.V POINTS	SUB TOTAL	No. OF ADDITIONAL CHANNELS AND COST		TOTAL
RETIREMENT VILLAGE		R		R	@ R	= R	R
TAVERN		R		R	@ R	= R	R
HOSPITAL/CLINIC		R		R	@ R	= R	R
SCHOOL/UNIVERSITY		R		R	@ R	= R	R
BED & BREAKFAST		R		R	@ R	= R	R
BANK		R		R	@ R	= R	R
HOTEL		R		R	@ R	= R	R
STADIUM		R		R	@ R	= R	R
PUB		R		R	@ R	= R	R
LODGE		R		R	@ R	= R	R
CORPORATE/OFFICE		R		R	@ R	= R	R
GUEST HOUSE		R		R	@ R	= R	R
MEMBERSHIP CLUB		R		R	@ R	= R	R
SHOP/RESTAURANT		R		R	@ R	= R	R
GOVERNMENT		R		R	@ R	= R	R
Other :		R		R	@ R	= R	R

I, the undersigned, state that I am duly authorised to enter into this agreement on behalf of the Subscriber and, by my signature hereto, bind them to the terms and conditions of the Subscription Agreement printed on the reverse side hereof which I have read.

SIGNED AT_____ON THE _____DAY OF _____

SUBSCRIBER SIGNATURE_____WITNESS 1 _____ WITNESS 2 _____

SIGNED AND ACCEPTED ON BEHALF OF MULTICHOICE AFRICA (PTY) LTD ON THE _____ DAY OF _____

NAME OF SALES REPRESENTATIVE_____ CONTACT NUIMBER _____

AUTHORISED REPRESENTATIVE OF MULTICHOICE AFRICA (Pty) Ltd_____

Multichoice Africa (Pty) Ltd is and authorised financial services provider. FSP licence 11514.

COMMERCIAL SUBSCRIPTIONS

ADDITIONAL BASIC CHANNELS (MARK WITH AN 'X')

GENERAL ENTERTAINMENT & MOVIES

- ☐ M-Net Edge (HD & SD)
- ☐ M-Net Series Zone
- ☐ BBC Entertainment
- ☐ Fox
- ☐ Comedy Central
- ☐ BET
- ☐ True Movies
- ☐ TCM
- ☐ AMC
- ☐ KykNET
- ☐ CBS Action
- ☐ CBS Drama
- ☐ CBS Reality
- ☐ E! Entertainment
- ☐ AfricaMagic Family
- ☐ AfricaMagic Epic Movies
- ☐ AfricaMagic Showcase
- ☐ Mzanzi Magic
- ☐ Studio Universal
- ☐ Universal
- ☐ Sony Entertainment Television
- ☐ Sony Entertainment Max
- ☐ Vuzu
- ☐ Vuzu Amp (HD & SD)
- ☐ Glow TV
- ☐ Zee World
- ☐ Discovery TLC

LIFESTYLE & CULTURE

- ☐ BBC Lifestyle
- ☐ The Travel Channel
- ☐ The Home Channel
- ☐ Fashion TV
- ☐ The Style Network
- ☐ Food Network

SPORT

- ☐ SSport HD 1
- ☐ SSport HD 2
- ☐ SSport HD 3
- ☐ SSport HD 4
- ☐ SSport HD5
- ☐ SSport HD6
- ☐ SSport HD7
- ☐ TRACE Sport

DOCUMENTARIES

- ☐ Discovery Channel (HD & SD)
- ☐ Discovery World
- ☐ Discovery ID
- ☐ The History Channel
- ☐ FOX Crime
- ☐ National Geographic Channel
- ☐ Nat Geo Wild
- ☐ Animal Planet
- ☐ BBC Knowledge

NEWS & COMMERCE

- ☐ BBC World News
- ☐ CNN International
- ☐ eNews
- ☐ SKY News

MUSIC

- ☐ Channel 0
- ☐ MTV
- ☐ MTV Base
- ☐ VH1 Classic
- ☐ Mzanzi Music
- ☐ Trace Urban
- ☐ KyKNET Musiek
- ☐ One Gospel

CHILDREN

- ☐ Cartoon Network
- ☐ Boomerang
- ☐ Disney Channel
- ☐ Disney XD
- ☐ Disney Junior
- ☐ Nickelodeon
- ☐ NickTOONS
- ☐ Nick Jr.
- ☐ CBeebies
- ☐ JimJam

RESTRICTED ENTERTAINMENT & MOVIES

- ☐ M-Net Action (Restricted viewing only)
- ☐ Crime & Investigation Network (Restricted viewing only)
- ☐ M-Net Stars (Restricted viewing only)
- ☐ AfricaMagic Urban Movies (Restricted viewing only)

ADDITIONAL CHANNELS

Al Jazeera	SABC 1,2 & 3	Dumisa	CTV
Russia Today	e-tv	Faith	Ignition
Business Day TV	Magic World	Rhema	DW
Bloomberg	Telemundo	iTV	BVN
CNBC Africa	Parliamentary	Soweto TV	RAI Italia
SABC News	CCTV-4	Bay TV	RTPi
ANN7	CCTV-9	1KZN	TV5 Monde

DStv AUDIO

BBC World Service 1, 2 & 3	Radio Veritas
Voice of America	Radio Flanders International
World Radio Network	TransAfrica Radio
Trans World Radio	Link FM
702 Talk Radio	Radio Kosmos
Classic FM	Jozi FM
Jacaranda 94.2 FM	94.7 Highveld Stereo
YFM	KFM-94.5
Chinese Radio International	Metro FM
Kaya FM	Radio Pulpit
Channel Islam International	Namibian National Radio
Radio France Internationale	Capricorn FM
Radio Wave 96.7 FM	567 CapeTalk
Radio Energy	MK Radio
1485 AM Radio Today	Radio Pretoria

DStv INDIAN

- ☐ Sony Entertainment Television Asia R_____
- ☐ Sony Entertainment Television MAX R_____
- ☐ B4U Movies R_____
- ☐ ZEE TV R_____
- ☐ NDTV R_____
- ☐ Sun TV R_____

DStv PORTUGUESA

- ☐ TV Globo International
- ☐ SIC International

Separate Subscription Menu – R _____

A LA CARTE – Rates applicable to the Restricted Viewing – R48.00 per month.

☐ ADC – All additional channels - R864.40 per month.

* MultiChoice reserves the right to replace or remove channels without notice.
* DMX Music - R1041.00 incl. VAT per month
(Separate 24 month contract applicable, please contact DMX on 011 780 300)

TOTAL CHANNELS = _____ @ R _____ = R _____

SUBSCRIBER SIGNATURE _____

DEBIT ORDER FORM

NAME OF ACCOUNT HOLDER: _____ **MULTICHOICE CUSTOMER:** _____

BANK ACCOUNT DETAILS

R R R R R R R R R . c c

TYPE OF ACCOUNT: Current ☐ **Transmission** ☐ **Savings** ☐ **Amount to be charged monthly :** ☐

MultiChoice Africa (Pty) Ltd will charge my account on the first of each month

Bank:

Branch:

Account Number :

It is hereby agreed that this authority shall remain in force until cancelled in writing with one month notice of such cancellation.

SIGNED AT _____ **ON** _____

SIGNATURE _____

Bank clearing code (top right hand corner of cheque)

PLEASE ATTACH CANCELLED CHEQUE/BANK CONFIRMATION

Multichoice Africa (Pty) Ltd is and authorised financial services provider. FSP licence 11514.

Terms and Conditions of Subscription to MultiChoice Digital Services (South Africa and Lesotho) (Commercial Establishments)

1. INTERPRETATION

In these terms and conditions –

1.1 clause headings are for convenience purposes only and shall not be used in its interpretation;

1.2 unless the context clearly indicates a contrary intention –

1.2.1 an expression which denotes any gender includes the other genders, a natural person includes an artificial person (whether incorporated or unincorporated) and vice versa and the singular includes the plural and vice versa;

1.2.2 the following expressions shall bear the following meanings and related expressions shall bear corresponding meanings -

1.2.2.1 "affiliate" - with respect to any person, any person directly or indirectly controlling, controlled by or under common control with, such person. For the purposes of this definition, "control" (including the terms "controlling", "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of such person, whether through the ownership of voting rights, by contract or otherwise;

1.2.2.2 "annual administration fee" - the annual fee payable by the subscriber from time to time to MultiChoice for providing the subscriber with access to the complimentary channels;

1.2.2.3 "cable distribution system" - the distribution system which links the decoder(s) and the television reception equipment with the individual units in the commercial establishment;

1.2.2.4 "complimentary channel package" - the package of television channels comprising only channels for which no subscription fee is payable;

1.2.2.5 "commercial establishment" - any establishment referred to in the schedule;

1.2.2.6 "decoder(s)" - the electronic device(s) consisting of a digital satellite decoder(s) which, when used together with the smartcard(s), unscrambles digitally compressed and encrypted television programme carrying signals, in order to produce and/or relay the DStv services, but excluding PVR and other XtraView functionality;

1.2.2.7 "effective date" - the date on which the subscriber is first authorised to have access to the selected services by MultiChoice;

1.2.2.8 "equipment" - the head-end electronic television reception equipment, other than the decoder(s) and cable distribution system, in the commercial establishment, which enables the signal to be received and distributed within the commercial establishment;

1.2.2.9 "installation" - all labour and expertise necessary to install the equipment, decoder(s) and cable distribution system in the commercial establishment;

1.2.2.10 "installer" - any person or entity appointed by the subscriber to carry out the installation;

1.2.2.11 "month" - a calendar month, i.e. any month of the calendar year commencing on the first day of such calendar month and terminating on the last day of that calendar month (both days inclusive);

1.2.2.12 "MultiChoice" - MultiChoice Africa (Pty) Limited, a company duly incorporated in accordance with the laws of the RSA, registration number 1994/009083/07;

1.2.2.13 "DStv services" - the package of MultiChoice Digital Satellite TV channels as serviced by MultiChoice from time to time plus any additional basic channels accessed in terms of the agreement in a commercial establishment, as transmitted on Ku band frequencies in encrypted digital format by means of satellite and which is unscrambled by means of a decoder, and, as the case may be, the related facilities and applications serviced by MultiChoice;

1.2.2.14 "package" - a combination of audio and video and data channels comprising a single package of channels serviced by MultiChoice;

1.2.2.15 "PVR decoder" - a PVR decoder which, when used together with a smartcard, unscrambles digitally compressed and encrypted television program carrying signals, and which has, inter alia, time-shifting, buffer, copying, memory and replay functionalities;

1.2.2.16 "public place" - a pub, bar, restaurant, shebeen, tavern, fast-food outlet, shop, lounge, conference room, sports facility or complex, cinema or other theatre complex, business office or any other place to which access is open to the public;

1.2.2.17 "public access channel" - a channel forming part of the DStv services to which access in public places is required or permitted by the broadcaster of that channel;

1.2.2.18 "RSA" - the Republic of South Africa;

1.2.2.19 "schedule" - the schedule to which these terms and conditions apply and are attached and which may be amended or supplemented in writing by the parties from time to time;

1.2.2.20 "selected service(s)" - the DStv services selected by the subscriber in terms of the agreement;

1.2.2.21 "signal" - the signal comprising the selected service(s), as transmitted in encrypted format;

1.2.2.22 "smartcard(s)" - the card(s) provided to the subscriber by MultiChoice which –

1.2.2.22.1 incorporates software and intellectual property rights owned by or licensed to MultiChoice; and

1.2.2.22.2 may be enabled by MultiChoice, thereby allowing the subscriber to decode the signal and receive the selected service(s);

1.2.2.23 "subscriber" - the person specified as such on the schedule, being

1.2.2.23.1 the owner or its duly authorised representative of a bed and breakfast, hotel, lodge, guest house, hospital or clinic; or

1.2.2.23.2 the owner, body corporate, managing agent or other representative and duly authorised body of a retirement village, stadium or corporate office; or

1.2.2.23.3 the board of directors, administrator or other governing body of a school, university or club, appointed in terms of the constitution of such entity; or

1.2.2.23.4 the owner, governing body or other authorised representative of a public place or other entity whom/which MultiChoice agrees to enable to have access to the selected service(s), whichever is applicable;

1.2.2.24 "these terms and conditions" - the terms and conditions set out herein on which MultiChoice authorises persons to have access to one or more of the DStv services and the related facilities and applications serviced by MultiChoice;

1.2.2.25 "the agreement" - the subscription agreement constituted between MultiChoice and the subscriber on the terms and conditions contained in the schedule, these terms and conditions and the user manual;

1.2.2.26 "units" - the total number of television monitors and/or any wired television points in the commercial establishment that are wired for the reception of the selected service(s);

1.2.2.27 user manual - the standard operating instructions for the type of decoder(s) installed in the commercial establishment, as published and updated from time to time by MultiChoice, and which may include guidelines for subscribers on installing and setting up the type of decoder(s) used by the subscriber, troubleshooting, safety guidelines and decoder specifications;

1.2.2.28 "VAT"°- Value Added Tax in terms of the VAT Act;

1.2.2.29 "VAT Act"°- Value Added Tax Act, No 89 of 1991, as amended;

1.2.2.30 "XtraView functionality", which enables two or more MultiChoice Digital Satellite TV channels to be simultaneously viewed on two or more separate televisions;

1.3 should any provision in a definition be a substantive provision conferring rights or imposing obligations on either party, effect shall be given to that provision as if it were a substantive provision in the body of the agreement;

1.4 any reference to an enactment, regulation, rule or by-law is to that enactment, regulation, rule or by-law as at the signature date, and as amended or replaced from time to time;

1.5 when any number of days is prescribed, such number shall exclude the first and include the last day, unless the last day falls on a Saturday, Sunday or public holiday in the RSA, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday in the RSA;

1.6 any schedule or annexure to the agreement shall form part of the agreement;

1.7 the use of the word “including” or “includes” followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example(s);

1.8 the expiration or termination of the agreement shall not affect those provisions of the agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide for this;

1.9 in its interpretation, the contra proferentem rule of construction shall not apply (the agreement being the product of negotiations between the parties) nor shall the agreement be construed in favour of or against either party by reason of the extent to which either party or its professional advisors participated in the preparation of the agreement; and

1.10 recordals shall be binding on the parties and are not merely for information purposes.

2. STATUS OF THESE TERMS AND CONDITIONS

If there is any conflict between –

2.1 the provisions of these terms and conditions and the user manual, these terms and conditions will prevail;

2.2 the provisions of these terms and conditions and the schedule, the provisions of the schedule will prevail.

3. REQUEST FOR SUBSCRIPTION

3.1 The subscriber’s request for access to one or more DStv services must, unless expressly permitted by MultiChoice, be made in writing to MultiChoice (“subscriber’s request”) and shall only be considered once the schedule has been completed, signed and submitted to MultiChoice by the subscriber.

3.2 If MultiChoice –

3.2.1 accepts the subscriber’s request, MultiChoice will authorise the subscriber to have access to the selected service(s) and the agreement will come into effect between the subscriber and MultiChoice on that date;

3.2.2 refuses the subscriber’s request, which it reserves the right to do for any reason, MultiChoice shall have no obligation to the subscriber arising from the subscriber’s request.

4. COMMENCEMENT AND DURATION OF THE AGREEMENT

4.1 Regardless of the place or date of the subscriber’s request, the agreement is concluded at MultiChoice’s principal place of business in Randburg, RSA, and shall be deemed to have commenced on the date MultiChoice first authorises the subscriber to have access to the selected service(s).

4.2 The agreement is binding on both the subscriber and MultiChoice unless and until either party gives the other party at least thirty day’s written notice of termination, which it may do at any time.

4.3 The termination of the agreement will not affect or prejudice –

4.3.1 either party’s rights or remedies in respect of the period prior to termination;

4.3.2 those rights and obligations contained in the agreement which the parties intend, either expressly or by implication, will survive beyond such termination.

5. CHANGES TO FEATURES, FUNCTIONALITY AND SYSTEMS

5.1 MultiChoice may from time to time –

5.1.1 replace, withdraw or otherwise amend the content, features and/or functionality of the DStv services, or restrict their availability;

5.1.2 make any changes (including adding new programming, channels, services, bouquets, applications and facilities, and dropping others) to the range, nature, format and content of the DStv services, including -

5.1.2.1 the range of DStv services offered;

5.1.2.2 the composition of specific packages;

5.1.2.3 the range, nature and number of any ancillary applications, facilities or services to the DStv services, including the electronic programme guide and other interactive services;

5.1.3 advise the subscriber of additional applications, features or functionalities which are available, the conditions applicable thereto and the charges therefor (if any) which, if the subscriber accepts them, will be included in the selected service(s), and the subscriber will be obliged to pay the additional charge (if any), in respect thereof;

5.1.4 change a feature or functionality forming part of the selected service(s) to one for which the subscriber must pay an additional charge if the subscriber wishes to continue receiving such feature or functionality.

5.2 The various systems necessary for or associated with the provision of the DStv services (including technical services, signal distribution and satellite capacity, the conditional access system, the software operating system, software applications, subscriber management services and business systems) are determined by MultiChoice from time to time and are subject to ongoing innovation and change. Accordingly, without limiting the aforegoing, the subscriber agrees that MultiChoice may –

5.2.1 change or replace the software of the aforesaid systems, including by means of over the air software downloads, to address any problems relating to the software, to improve security, to provide additional functionality, and/or to ensure that the decoders used by subscribers are not authorised to decrypt signals other than those authorised by MultiChoice; and/or

5.2.2 recommend that the subscriber upgrade, reconfigure or swap-out (“swap-out”) one or more of the hardware components used by the subscriber to access the selected service(s) if its continued access to the selected service(s) will be negatively affected should the swap-out not be effected.

5.3 The subscriber may at any time request MultiChoice to –

5.3.1 authorise the subscriber to access one or more additional DStv service(s). If MultiChoice agrees to such request, MultiChoice will determine and advise the subscriber of the fees to be paid by the subscriber in respect of the new selected service(s). MultiChoice may refuse the subscriber’s request in its discretion; or

5.3.2 cease providing one or more of the selected service(s); or

5.3.3 suspend the subscriber’s access to the selected service(s) for a specified period, following which the subscriber may request and again be granted authority to access such suspended services, subject to a reconnection fee which MultiChoice may charge at that time.

6. USER MANUAL

MultiChoice may in its sole discretion amend the user manual from time to time.

7. DECODERS, SMARTCARDS AND EQUIPMENT

7.1 Ownership

7.1.1 Subject to 7.1.2 and 17.1, it is recorded that the decoder(s) presently installed in the commercial establishment are the property of the subscriber.

7.1.2 The software and intellectual property incorporated in the decoder(s) and smartcard(s) are owned by or are licensed to MultiChoice. MultiChoice shall be entitled, without notice to the subscriber, to disable the smartcard(s) as a result of a breach by the subscriber of the agreement, the termination of the agreement or the replacement of the smartcard(s) with another smartcard(s).

7.2 Hardware

7.2.1 The subscriber may only access the selected service(s) using a smartcard(s) supplied by MultiChoice in a decoder(s) which comply with MultiChoice’s specifications from time to time (“approved decoder(s)”) and in accordance with the user manual.

7.2.2 MultiChoice may at any time require that a particular smartcard(s) issued to the subscriber be used only with a specified approved decoder(s), in which event MultiChoice shall be entitled to disable any smartcard(s) not used in such approved decoder(s).

7.2.3 Only the subscriber may use the smartcard(s). Having a smartcard does not on its own give the subscriber the right to receive the selected service(s).

7.2.4 The subscriber may not tamper with the smartcard(s) or attempt to use the smartcard(s) for any purpose not authorised by MultiChoice.

7.2.5 MultiChoice may disable the smartcard(s), whether temporarily or permanently, if –

7.2.5.1 any unauthorised person uses the smartcard(s);

7.2.5.2 the subscriber is in breach of the agreement;

7.2.5.3 it is necessary to protect the integrity of MultiChoice's conditional access system;

7.2.5.4 the smartcard(s) is damaged, lost or stolen; or

7.2.5.5 it is otherwise reasonable for MultiChoice to do so.

7.3 Installation and maintenance

7.3.1 The subscriber shall enter into a separate contract with the installer which will govern the terms and conditions pertaining to the installation and maintenance of the decoder(s), the cable distribution system and the equipment in the commercial establishment. The subscriber shall ensure that the installation and maintenance of the decoders, cable distribution system and equipment shall at all times comply with the manufacturer's or supplier's (as the case may be) written specifications inregard thereto, the manufacturer's warranty and the decoder care contract, if any.

7.3.2 The smartcard(s) must be kept in the approved decoder(s), which MultiChoice recommends be connected to the mains power supply and to the equipment, and instandby mode when not in use, to enable the updating of the software in the approved decoder(s) via satellite and in order that the subscriber's continued access to the selected service(s) is not negatively affected. The subscriber acknowledges that in such standby mode certain approved decoders generate heat and noise and that they will be positioned with these factors in mind.

7.4 Defective equipment and/or decoder(s)

MultiChoice shall not be liable for any degradation of the quality of the selected service(s) which may directly or indirectly result from defects to, or the malfunctioning of, or the incorrect installation and/or maintenance of the equipment, the cable distribution system and/or the decoder(s).

7.5 Inspection

MultiChoice and its representatives are hereby authorised and empowered from time to time during reasonable hours to inspect the equipment and/or the decoder(s) and/or the cable distribution system on at least twenty-four hours written notice to the subscriber.

7.6 Stolen or damaged decoder(s) and smartcard(s)

7.6.1 If the decoder(s), the smartcard(s) or any part thereof is stolen or damaged in any way whatsoever, the subscriber shall immediately notify MultiChoice after such theft or damage has come to the subscriber's attention and, in the case of theft or damage resulting from theft, provide MultiChoice with a police case number in respect of the incident giving rise thereto.

7.6.2 In the event that MultiChoice is satisfied that the decoder(s), the smartcard(s) or any part thereof has been stolen, MultiChoice shall –

7.6.2.1 record such decoder(s), smartcard(s) or the relevant part(s) thereof (as the case may be) as stolen and shall be entitled to disable the reception and decryption of the signal in respect of such decoder(s) and/or smartcard(s); and

7.6.2.2 replace the stolen smartcard(s) subject to –

7.6.2.2.1 the payment by the subscriber of a replacement fee as charged by MultiChoice from time to time;

7.6.2.2.2 compliance by the subscriber with the provisions of this 7.6; and

7.6.2.2.3 compliance by the subscriber with such identity verification process as MultiChoice may prescribe from time to time.

8. MANUFACTURER'S WARRANTY AND DECODER CARE CONTRACT

If –

8.1 for so long as the period of the manufacturer's warranty in relation to the decoder(s) has not expired and the subscriber is not in breach of the terms thereof, the subscriber may be entitled to have the decoder(s) repaired or replaced subject to the terms of that warranty; or

8.2 the subscriber has elected to take out a decoder care contract, the subscriber may for so long as that plan lasts and the subscriber is not in breach of the terms thereof, be entitled to have the decoder(s) repaired or replaced subject to the terms of that plan.

9. RESTRICTIONS ON ACCESS TO AND USE OF SELECTED SERVICE(S)

9.1 The subscriber may only receive and/or use the selected service(s) and the equipment required for the receipt of the selected service(s), including the approved decoder(s), the smartcard(s), the cabling distribution system and the satellite reception equipment related thereto at the commercial establishment in the RSA. Without limiting the foregoing, the subscriber may not use the smartcard(s) outside the RSA or Lesotho.

9.2 Without limiting the restriction in 9.1, the subscriber may not –

9.2.1 have access, or attempt to have access, to any of the DStv services other than the selected service(s);

9.2.2 without the prior written consent of MultiChoice, permit, facilitate or condone the reception or viewing of the selected service(s) in any public place in the commercial establishment other than as provided for in the schedule. The subscriber agrees that any reception of the selected service(s) in any such public place shall constitute a breach of the agreement entitling MultiChoice to exercise those rights conferred upon it in 20. Notwithstanding the foregoing, the subscriber may –

9.2.2.1 if it is a club, permit the selected service(s) to be received and viewed in that part of its premises to which access is restricted to club members and authorised guests of club members and which is not open to the general public;

9.2.2.2 subject to 9.2.2.3, in a public place, permit the reception and viewing of the selected service(s) in respect of public access channels only;

9.2.2.3 not permit the reception or viewing of the selected service(s) in any cinema or theatre complex;

9.2.3 charge, and shall not permit, facilitate or condone any other person to charge, any person any fee or other consideration to view or use any content of the selected service(s);

9.2.4 copy any of the content of the selected service(s);

9.2.5 redistribute, relay, retransmit or rebroadcast any of the content of the selected service(s);

9.2.6 hack, reverse engineer or otherwise compromise or interfere with the security of the conditional access system, operating software or encryption software used in the smartcard(s) and the decoder(s) used to receive the DStv services, or attempt to do so, or permit, facilitate or condone any other person doing so using the smartcard(s) and/or the decoder(s).

9.2.7 use the selected service(s) in conjunction with third party's service(s) or product(s);

9.2.8 use the selected service(s) to promote and/or market any other service and/or product;

9.3 The subscriber acknowledges that it is aware that a breach by it of the provisions of 9.2 may constitute criminal activity and will result in considerable prejudice and damage to MultiChoice and/or its channel suppliers and content providers which may be difficult or impossible to quantify. If the subscriber is proven to be in breach of any of the provisions of 9.2, the subscriber agrees to pay to MultiChoice an agreed pre-estimate of liquidated damages of R100 000.00 per incident of breach and, if the breach is or was ongoing, a further R20 000.00 per day for so long as such breach continues or continued, without prejudice to MultiChoice's rights arising pursuant to the subscriber's breach of the agreement, including the right to prove and recover its actual damages.

10. RESTRICTIONS ON VIEWING

10.1 The subscriber undertakes during the currency of the agreement –

10.1.1 to take all reasonable steps to prevent the viewing of restricted material by children below the age restriction which may be laid down by MultiChoice or its channel suppliers or by the broadcasting authority from time to time;

10.1.2 to take all reasonable steps on a continuing basis to ensure that all adults who may have access to the selected service(s) in terms of the agreement are informed, and will remain informed, of all age restrictions and other conditions which may be laid down by MultiChoice or its channel suppliers or by the broadcasting authority, in regard to any cinematographic film, or other programme which may form part of the selected service(s) from time to time.

10.2 MultiChoice undertakes to inform the subscriber on a continuing basis, and to keep the subscriber informed of all age restrictions and other conditions which may be imposed by it or its channel suppliers or by the broadcasting authority in regard to any cinematographic film, or other programme which may form part of the selected service(s) from time to time.

10.3 For the purpose of this 10, the subscriber shall at all times during the currency of the agreement be deemed to be the person exhibiting the programme concerned.

11. UNAUTHORISED USE OF PVR DECODERS, DUAL VIEW DECODERS AND XTRAVIEW FUNCTIONALITY

The subscriber agrees and acknowledges that the subscription rights conferred upon it in terms of the agreement do not include the right to access the selected service(s) by means of PVR decoders, dual view decoders and XtraView functionality. Accordingly, the subscriber shall not be entitled to use or receive and distribute the selected service(s) to the units by means of PVR decoders, dual view decoders and XtraView functionality.

12. FEES

12.1 The monthly subscription fee payable by the subscriber shall be based on the following factors –

12.1.1 the number of units in the commercial establishment which shall receive the signal in unencrypted format;

12.1.2 the selected service(s);

12.1.3 the nature of the subscriber; and

12.1.4 such other factors as may be determined by MultiChoice from time to time.

12.2 From the date MultiChoice authorises the subscriber to receive the selected service(s), the subscriber shall pay MultiChoice, in advance, the applicable monthly subscription fee plus VAT thereon. The subscriber shall make these payments in full on or before the date(s) specified by MultiChoice from time to time ("due date").

12.3 The monthly subscription fee shall be payable by the subscriber irrespective of whether or not the subscriber utilises the selected service(s).

12.4 MultiChoice shall be entitled to charge the subscriber interest at the rate of 2% per month on the outstanding subscription fee(s) for each month or part thereof during which such subscription fee(s) remains due but unpaid or, if a lower rate, such maximum interest rate prescribed in terms of any applicable legislation.

12.5 The subscriber shall, in addition to the monthly subscription fee, pay MultiChoice -

12.5.1 all other taxes, duties, levies or charges that may be levied by any government authority, directly or indirectly, in relation to the selected service(s);

12.5.2 the reconnection fee stipulated in 5.3.3 if the subscriber requests MultiChoice to reinstate the selected service(s) and MultiChoice agrees to do so;

12.5.3 any additional fee stipulated by MultiChoice in respect of services not provided for herein, subject to the acceptance thereof in writing by the subscriber.

12.6 If MultiChoice authorises the subscriber to have access to the selected service(s) at any time before the next due date for payment, the subscriber shall pay on that next due date such pro-rata amount as MultiChoice may charge the subscriber for the selected service(s) received prior to that date.

12.7 While a subscriber is allowed to terminate the agreement at any time, the subscriber will be required to pay the full monthly subscription fee due for the billing month within which the termination date falls, without discount or refund in respect of the period between the termination date and the commencement date of the next billing month. For purposes of this clause, a "billing month" refers to the calendar month period commencing on the debit order payment date of the monthly subscription fees. The subscriber acknowledges that if its notice of termination is not received by MultiChoice at least 5 business days before the commencement of the next billing month, MultiChoice cannot guarantee that payment instructions for the following billing month will be cancelled in time, and the subscriber hereby waivers any claim against MultiChoice in respect of any costs or expenses incurred as a result thereof.

12.8 If the subscriber has requested access to the complimentary channel package only, the subscriber shall pay to MultiChoice the annual administration plus VAT thereon, on or before the date on which MultiChoice is to provide access to the complimentary channel package.

12.9 The subscriber shall pay the annual administration fee for the complimentary channel package each time access thereto is requested by the subscriber, regardless of whether or not such access has been requested by the subscriber more than once in a period of one year. Thus, a subscriber who requests access to the complimentary channel package and subsequently subscribes for an additional DStv services (and consequently terminates the access the complimentary channel package), and then suspends or terminates the subscription(s) for the additional DStv services but requests continued access to the complimentary channel package, will again be obliged to pay the annual administration fee and will accordingly not receive credit for the period that the complimentary channel package was not active.

12.10 The subscriber may not deduct from, or set off against, any fees which the subscriber is obliged to pay to MultiChoice in terms of the agreement, any amount which the subscriber claims from MultiChoice or which MultiChoice owes to the subscriber.

12.11 MultiChoice may from time to time change the relevant fee(s) payable to MultiChoice for the selected service(s) by notifying the subscriber in writing prior to such change. Whilst MultiChoice will endeavour to notify the subscriber at least one month in advance of such change, MultiChoice cannot guarantee that MultiChoice will do so. In the event that MultiChoice increases the fees payable to it, the subscriber may terminate the agreement within thirty days of receipt by the subscriber of notice of such increase. If no such notice of termination is received by MultiChoice within the aforesaid thirty-day period, the subscriber shall be bound by the increase and the monthly fee payable to MultiChoice shall be deemed to have been amended accordingly.

12.12 MultiChoice may alter the payment instruction under which the subscriber pays the relevant fees to MultiChoice if the amounts payable by the subscriber to MultiChoice should change for any reason. MultiChoice may also charge and recover from the subscriber under that same instruction any other amounts owing by the subscriber under the agreement.

12.13 If the subscriber wishes to have access to any special event programming which does not form part of the selected service(s) (including special motion pictures, concerts, plays, ballet, opera and/or sporting and entertainment), the subscriber shall forthwith notify MultiChoice of that wish, and if MultiChoice makes available to the subscriber any such special event programming, MultiChoice shall be entitled, in terms of 12.5.3, to levy such additional fees in connection with such service as agreed to in writing by the subscriber.

12.14 MultiChoice and its representatives have the right, and the subscriber hereby authorises and empowers MultiChoice and its representatives, upon demand, to audit the subscriber's records and/or to inspect the commercial establishment from time to time during all reasonable business hours in order to ascertain the correctness of the number of units in the commercial establishment.

12.15 Should MultiChoice exercise its right to audit the subscriber's records or to inspect the commercial establishment and discover pursuant to that audit or inspection that the subscriber has failed to notify MultiChoice of any increase in the number of units and of the date(s) upon which such increase(s) occurred, the subscriber shall forthwith be obliged to pay to MultiChoice an amount in respect of such additional units equal to the subscription fee which should have been paid to MultiChoice. That amount shall be deemed to have become due and owing from the earlier of the effective date or the date of the last audit or inspection by MultiChoice of the commercial establishment, if any such occurred, and shall accrue interest from such due date as contemplated in 12.4. Notwithstanding the aforegoing, the aforesaid failure by the subscriber shall be deemed a material breach of the agreement entitling MultiChoice to exercise its rights in 20, without prejudice to such other rights as it may have in law or in terms of the agreement.

12.16 The subscriber may, by written notice to MultiChoice, at any time apply to add to the selected service(s), and MultiChoice shall in its sole discretion approve or reject such application. The fee payable by the subscriber from the date of enablement of the smartcard(s) to gain access to the new selected service(s) shall be that prescribed at that date by MultiChoice therefore. In the event that the subscriber notifies MultiChoice of its desire to add to the selected service(s) but does not furnish MultiChoice with the aforesaid written notice, and MultiChoice enables the subscriber to gain access to the new selected service(s), MultiChoice shall be entitled to disenable such access if the written notice is not received within fourteen days of such enablement, save that the subscriber shall remain liable pro rata to pay the subscription fees for the period in which it had access to the new selected service(s).

13. ACCESS TO AND DISCLOSURE OF INFORMATION RELATING TO THE SUBSCRIBER

13.1 The subscriber authorises MultiChoice –

13.1.1 to access from the Credit Bureau Association ("credit bureaux"), if the subscriber is a member of the credit bureaux and subscribes to its Code of Conduct, the subscriber's information concerning financial risk and payment habits ("payment profile") for purposes of credit information sharing, fraud prevention and debtor tracing;

13.1.2 to capture, store, analyse and use for MultiChoice's own marketing purposes the viewing habits and profile of the viewers of the selected service(s), and to retrieve such information from the decoder(s);

13.1.3 to use data that MultiChoice may hold in relation to the subscriber from time to time for the following purposes –

13.1.3.1 to share information about the subscriber's payment profile (but not any personal banking details) with the credit bureaux for purposes of credit information sharing, fraud prevention and debtor tracing;

13.1.3.2 processing the subscriber's requests for access to the selected service(s);

13.1.3.3 informing the subscriber of any new DStv services or related facilities available, or announcements of promotional competitions;

13.1.3.4 administering the agreement;

13.1.3.5 informing the subscriber of changes to the agreement;

13.1.4 to disclose the subscriber's information –

13.1.4.1 to the credit bureaux for purposes of credit information sharing, fraud prevention and debtor tracing;

13.1.4.2 to affiliates of MultiChoice for purposes of marketing the services of those affiliated companies; or

13.1.4.3 to any company which acquires MultiChoice's business or any part thereof.

13.2 MultiChoice will also disclose the subscriber's information if and to the extent required to do so to comply with applicable laws including the requirements of statutory authorities.

14. MULTICHOICE'S OBLIGATIONS

Subject to the subscriber complying with the agreement, MultiChoice authorises the subscriber to have access to the selected service(s) for so long as they are offered by MultiChoice, provided that MultiChoice shall have no obligation –

14.1 to ensure that the equipment, the cable distribution system, the decoder(s) and the smartcard(s) are installed correctly;

14.2 subject to the decoder care plan referred to in 8.2 (if the subscriber has chosen that option) –

14.2.1 to ensure that the equipment, the cable distribution system, the decoder(s) and the smartcard(s) are and remain functional and enable the subscriber to receive the selected service(s);

14.2.2 to maintain any component of the equipment, the cable distribution system, the decoder(s) and/or the smartcard(s).

15. SUBSCRIBER'S OBLIGATIONS

Subject to the terms of the agreement, the subscriber shall –

15.1 inform MultiChoice in writing within seven days of any change to any of the information provided by the subscriber in relation to the agreement;

15.2 inform MultiChoice immediately if the subscriber becomes aware of –

15.2.1 any act or attempt by any party in relation to the equipment, the cable distribution system, the decoder(s), the smartcard(s) or the selected service(s) which, if committed by the subscriber, would constitute a breach of the agreement;

15.2.2 any damage to, or loss, theft or unauthorised use of the equipment, the cable distribution system, the decoder(s) and/or the smartcard(s); and

15.3 if it transfers the decoder(s) to any third party, immediately inform MultiChoice of such transfer, the identity and contact details of such third party.

16. TEXT MESSAGING

16.1 MultiChoice may, notwithstanding anything to the contrary contained in the agreement and for all purposes in terms of the agreement, communicate with the subscriber by means of email or via messages to the decoder(s) for display on the television monitor(s) ("text messages").

16.2 The nature of the text messages may vary, and may be used, amongst other things -

16.2.1 to promote services provided by MultiChoice and/or those of its channel suppliers and clients;

16.2.2 to advise the subscriber of the status of its subscription account and any amounts owing by the subscriber to MultiChoice; and

16.2.3 to inform subscribers about changes to the DStv services and operational systems.

16.3 MultiChoice has no liability to the subscriber or any third party as a result of or in connection with the text messages whether by MultiChoice, by the subscriber, or by a third party using the DStv services, the equipment, the decoder(s) and/or the smartcard(s), and the subscriber hereby indemnifies MultiChoice against any loss or harm that the subscriber or a third party may suffer or incur as a result of any such text messages.

17. INTELLECTUAL PROPERTY

17.1 The subscriber acknowledges that -

17.1.1 all materials, including the content, constituting the DSTV services is protected by intellectual property rights, including copyright, which are either owned by, or the use thereof is licensed to, MultiChoice ("content rights"); and

17.1.2 the copyright in the software and all the other intellectual property rights incorporated in the smartcard(s), in the approved decoder(s), the equipment, and the DStv services are owned by or licensed to MultiChoice ("the system rights"); and

17.1.3 the subscriber acquires no right or interest in the content rights or the system rights and the subscriber shall use its best endeavours to maintain and protect MultiChoice's interest and that of MultiChoices suppliers and licensors in the content rights and the system rights; and

17.1.4 any infringement of the content rights and/or the system rights will result in substantial loss and/or damages to MultiChoice.

17.2 The subscriber hereby indemnifies MultiChoice against any infringement of the content rights and/or the system rights by the subscriber, its employees, agents, contractors and/or guests. Without limiting the generality of the aforegoing, the subscriber shall not use and shall not permit, facilitate or condone any other person using, any video recording equipment, video cassette, transmitter, cable distribution system or other system or method, to duplicate, reproduce, sell, broadcast, distribute or otherwise use or transmit the DStv services to any other party under any circumstances or for any purpose whatsoever, other than as provided for in the agreement.

17.3 The subscriber shall immediately advise MultiChoice in the event that it becomes aware of -

17.3.1 any act or attempt by any party in relation to the decoder(s) and/or smartcard(s) and/or the DStv services;

17.3.2 any damage to or loss or theft of the decoder(s) and/or smart card(s), or any use thereof, which, if committed by the subscriber would constitute a breach of the agreement.

17.4 The subscriber shall inform all its employees, agents, contractors and guests in writing in such manner as MultiChoice may direct, that any direct or indirect infringement of copyright constitutes an offence. In this regard, the subscriber acknowledges that it shall be liable for infringements committed by any of its employees, agents and contractors.

17.5 For the purpose of clarity, the parties agree that the subscriber shall serve written notice effective _____ 20__ on all of the subscriber's tenants/separate business rooms which are distinct from the commercial establishment business that such tenants/separate business rooms are required to enter into their own separate subscription agreements with MultiChoice in order for them to receive the DStv services. The subscriber undertakes to copy MultiChoice on all correspondence related to this written notice, and to provide MultiChoice with a full list of all those affected tenants/separate business rooms, together with their contact telephone and fax numbers.

17.6 The subscriber warrants and undertakes to ensure that the selected service(s) is received on the units without modification, tampering, interference, or insertion or substitution of any materials into, or adjacent to, the selected service(s) or any part thereof.

18. FORCE MAJEURE

If either party ("affected party") is prevented from carrying out any obligation imposed upon it in terms the agreement by reason of any event of force majeure, including an act of God, act of State, riot, insurrection, civil commotion, terrorism, satellite failure or deterioration, sun outages, rain fade, strike, sanctions, boycott, embargo or any other circumstances beyond the affected party's reasonable control, the affected party shall advise the other party within seven days of the existence of the event of force majeure and expected duration thereof. Performance by the affected party shall, to the extent that it is made impossible by such event of force majeure, be suspended until such event of force majeure ceases to prevail without prejudice to the obligation of the other party to continue performing under the agreement, provided that if such event of force majeurecontinues for a period longer than three months, the other party shall be entitled to cancel the agreement, in whole or in part in relation to that portion of the agreement which is impossible to be performed.

19. NO WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITIES

19.1 MultiChoice makes no warranty or representation –

19.1.1 as regards any component of the equipment, the cable distribution system, the decoder(s) and/or the smartcard(s) nor that the subscriber will be able to access the selected service(s) using the equipment, the cable distribution system, the decoder(s) and/or the smartcard(s), nor that such access will be continuous and uninterrupted;

19.1.2 as to the quality of reception by the subscriber of the selected service(s), which reception may suffer from degradation or interruption for a range of factors outside MultiChoice's reasonable control;

19.1.3 as to the quality, reliability, truthfulness or accuracy of the content of the selected service(s).

19.2 MultiChoice shall not be liable –

19.2.1 for any damages suffered by the subscriber, any person whom MultiChoice has enabled to have access to the selected services, or any other third party, which arises out of –

19.2.1.1 any act or omission of MultiChoice, its directors, employees and/or agents, subject to the provisions of 19.2.3;

19.2.1.2 any act or omission of MultiChoice's consultants, subcontractors and/or affiliates;

19.2.1.3 the exercise by MultiChoice of its rights in terms of the agreement;

19.2.1.4 any breach by the subscriber of its obligations under the agreement;

19.2.2 to any person for the content on and/or the use of materials constituting the selected service(s), and the subscriber acknowledges that the selected service(s) may contain images and/or content that may be regarded as unsuitable or offensive by some viewers;

19.2.3 for any interruption, delay, defect or failure in the distribution or reception of the selected service(s), regardless of the nature, duration or cause of such defect or failure in the absence of gross negligence or wilful default on MultiChoice's part. If such interruption, delay, defect or failure is due to such gross negligence or such wilful default by MultiChoice, the subscriber shall be entitled, as its sole and exclusive remedy and subject to 19.3, to a credit against future payments of subscription fees equal to the pro-rata portion of the fees representing the period of the interruption, delay, defect or failure to the extent caused by MultiChoice's gross negligence or wilful default.

19.3 MultiChoice shall in any event have no liability for indirect or consequential damages suffered by the subscriber, its directors, employees, agents, guests and/or any other person arising from or in relation to the agreement and/or access to and/or reliance on the content of the selected service(s), including loss of profit and loss of data, howsoever arising.

19.4 Although MultiChoice strongly recommends the use of MultiChoice accredited installers for the installation of the equipment, the cable distribution system, the decoder(s) and the smartcard(s), each installer acts as an independent contractor and is not an employee, subcontractor or agent of MultiChoice. Neither the manufacturer(s) of the equipment, the decoder(s) or the smartcards(s) ("manufacturer(s)") nor MultiChoice are liable for any loss or damage of any nature whatsoever caused by the conduct of the installer, including –

19.4.1 any direct, indirect, special or consequential damages of any nature which the subscriber may suffer as a result of any breach by the installer of any of its obligations to the subscriber;

19.4.2 any loss or damage to any property of the subscriber or of any third party situated in the commercial establishment, as a result of an act or omission of the installer.

19.5 The subscriber hereby indemnifies MultiChoice, its affiliates, directors, employees and agents against any claim, loss or harm suffered or incurred by any third party arising from a breach by the subscriber of the agreement, the content of and/or use of materials constituting the selected service(s).

20. BREACH OF AGREEMENT

20.1 If –

20.1.1 the subscriber fails to pay any amount due by it to MultiChoice;

20.1.2 either party commits a breach of any material provision of the agreement and fails to remedy the breach within ten days of written notice from the other party to do so;

20.1.3 either party commits a second or subsequent material breach of the agreement after having remedied an earlier similar breach during the preceding twelve months after written notice from the other to do so;

20.1.4 the subscriber takes steps to place itself, or is placed, in liquidation (whether voluntary or compulsory) or in judicial management, in either case whether provisionally or finally;

20.1.5 the subscriber takes steps to deregister itself or is deregistered in terms of the Companies Act 61 of 1973, as amended;

20.1.6 the subscriber fails to satisfy a judgment against it within ten days after it becomes aware of the judgment, except that if the subscriber provides MultiChoice with evidence on an ongoing basis, to the reasonable satisfaction of MultiChoice, that steps have been initiated within the aforesaid ten days to appeal, review or rescind such judgment and to procure suspension of execution and that such steps are being expeditiously pursued, the period of ten days shall run from the date the judgment becomes final or the attempt to procure suspension of execution fails, that party ("defaulting party") shall be in default.

20.2 If a party is in default, the other party ("aggrieved party") shall be entitled, in addition to all other remedies at law and subject to 20.3, to –

20.2.1 cancel the agreement, in which event –

20.2.1.1 the aggrieved party may retain all monies paid by the defaulting party or, subject to 19.3, claim damages;

20.2.1.2 if the aggrieved party elects to claim damages, it may retain all monies paid by the defaulting party pending determination of the amount of the damages; or

20.2.2 uphold the agreement, in which event the aggrieved party may require the defaulting party to provide security to the reasonable satisfaction of the aggrieved party for the payment of all outstanding amounts (if any) and the performance of all the obligations of the defaulting party.

20.3 In addition, if the subscriber is in default at any time, MultiChoice –

20.3.1 may suspend the provision of access by the subscriber to the selected service(s) for so long as such default persists, and may charge the reconnection fee contemplated in 5.3.3 if the selected service(s) is subsequently continued; and

20.3.2 may suspend performance of its other obligations for so long as such default persists.

20.4 If the subscriber remedies a default, complies with the agreement and pays MultiChoice all amounts due to it in terms of the agreement, MultiChoice may re-connect the selected service(s), subject to the prior payment by the subscriber to MultiChoice of the reconnection fee contemplated in 5.3.3 in respect of such selected service(s).

21. GENERAL

21.1 The agreement constitutes the sole and complete record of the agreement between the subscriber and MultiChoice in regard to its subject matter, and supersedes any previous agreement(s) between the subscriber and MultiChoice and/or between the subscriber and any affiliate(s) of MultiChoice, in terms of which the subscriber was authorised to have access to the DStv services.

21.2 Neither party shall be bound by any undertakings, representations, warranties or the like not recorded herein, nor reduced to writing and signed by both parties.

21.3 Any relaxation or indulgence which MultiChoice may show the subscriber at any time in regard to the agreement is without prejudice to, and does not constitute a waiver of, any rights MultiChoice may have, either in terms of the agreement or any law.

21.4 If any provision of the agreement is found to be wholly or partly invalid, unenforceable or unlawful, then the agreement will be severable in respect of the provision in question to the extent of its invalidity, unenforceability or unlawfulness, and the remaining provisions of the agreement will remain in full force and effect.

21.5 MultiChoice is entitled to amend or vary the agreement, including the provisions of the schedule or the user manual or these terms and conditions from time to time on notice to the subscriber and other subscribers (“general amendment”). The subscriber agrees to be bound by such general amendment from a date specified in MultiChoices notice, which will not be earlier than the date of receipt of such notice. No amendment requested by the subscriber shall be valid or effective unless either captured in a general amendment or recorded in writing and signed by the subscriber and by MultiChoice.

21.6 MultiChoice may cede any of its rights and/or delegate any of its obligations under the agreement to any person.

21.7 The subscriber may not cede any of its rights and/or delegate any of its obligations under the agreement to any other person.

21.8 The agreement is subject to, and will be interpreted, implemented and enforced, in terms of the internal laws of the RSA, that is, excluding its conflicts of laws rules.

21.9 The subscriber consents to the jurisdiction of the Magistrates Court in respect of all proceedings arising out of or pursuant to the agreement. Notwithstanding the aforegoing, MultiChoice shall be entitled in its discretion to institute any proceedings in relation to the agreement in any Division of the High Court of South Africa having jurisdiction.

21.10 The parties choose the following addresses for the service of all notices and processes arising out of the agreement -

21.10.1 MultiChoice - 251 Oak Avenue, Randburg 2125, Gauteng, RSA;

21.10.2 the subscriber - the physical address supplied by the subscriber on the schedule or when requesting the selected service(s), as same may be amended by the subscriber from time to time.

MULTICHOICE
ENRICHING LIVES

Decoder / CA Module No.	Smartcard No.